

APPROVED AS TO FORM

James P. M. Sunda
COUNTY COUNSEL

Q-0028 STORAGE
07-00

Essex

AGREEMENT

THIS BOOK DOES
NOT CIRCULATE

THIS AGREEMENT made this 13th day of April, 1972, between the County of Essex, public employer, with offices at the Hall of Records, Newark, New Jersey, hereinafter referred to as the County, and the Essex County Court Attendants, represented by the New Jersey State Patrolmen's Benevolent Association Local 183, hereinafter referred to as the Union or Local 183.

WITNESSETH:

WHEREAS, the Public Employment Relations Commission has certified New Jersey State Patrolmen's Benevolent Association Local 183 as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment for all Court Attendants employed by Essex County:

NOW, THEREFORE, the County and the Union mutually agree as follows:

ARTICLE 1. PURPOSE

The purpose of this agreement is to memorialize and to set forth herein the basic agreement governing the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

of all Court Attendants employed by the County for the purpose of collective negotiations under and pursuant to Chapter 303, L. 1968 (N.J.S.A. 34:13A-1, et seq.), with respect to salary, hours, and other terms and conditions of employment. The said New Jersey State Patrolmen's Benevolent Association Local 183 shall serve as the exclusive representative for the purpose of collective negotiations as aforesaid for all County Court Attendants during the term of this agreement unless changed pursuant to the terms of Chapter 303, L. 1968 (N.J.S.A. 34:14A-1).

ARTICLE III. RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which County Court Attendants have heretofore enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all Court Attendants except as otherwise expressly provided herein.

The County agrees that it shall not discriminate against any Court Attendant with respect to hours, wages or any terms or conditions of employment by reason of his membership in New Jersey State Patrolmen's Benevolent Association Local 183 and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the County or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to

ARTICLE IV. SALARIES

Effective January 1, 1972, County Court Attendants shall be paid in accordance with the attached salary schedule and marked "Schedule A".

ARTICLE V. UNIFORM ALLOWANCE

An allowance of \$250.00 per annum shall be paid by the County to each Court Attendant. \$125.00 shall be paid in May of each year and \$125.00 shall be paid in November of each year. New uniforms shall be purchased and maintained by the Court Attendants and shall consist of the following: navy blue blazer, gray slacks, white shirt, blue tie, black shoes and black socks. The uniforms are to be standard but may be purchased by the employee from any source.

If the Sheriff directs that an additional item be added to the existing uniform as it now stands, the County shall be required to pay for the initial cost of such item.

ARTICLE VI. OVERTIME

Overtime at the rate of time and one-half shall be paid whenever any Court attendant works more than seven and one-half hours per day. The seven and one-half hours includes lunch. The reference to seven and one-half hours per day is solely for the purpose of overtime. Nothing herein shall be construed as overtime in the event the Court day is lengthened.

ARTICLE VII. AUTOMOBILE ALLOWANCE

Sheriff's Detectives and Process Servers shall be paid an automobile allowance of ten cents (\$.10) per mile up to a maximum of \$80.00 per month provided the mileage report substantiates the maximum.

Court Attendants who do not receive the aforesaid automobile mileage allowance shall be paid an automobile allowance of ten cents (\$.10) per mile up to a maximum of \$40.00 per month for the service of jury summonses

ARTICLE VIII. HOLIDAYS

In the event an employee covered by this agreement is required to work on a legal holiday or a day declared to be a holiday by the Board of Chosen Freeholders of the County of Essex, the President, Congress or the Governor, the employee shall be paid an extra day's pay for each holiday worked. Payment shall be made within thirty (30) days of the holiday worked.

ARTICLE IX. LONGEVITY

Longevity, as hereto-fore, shall be granted, and in particular, longevity increments shall be granted notwithstanding that the employee is not at his maximum salary. The employee will receive his longevity increments within one month of the celebration of his employment anniversary date.

ARTICLE X. VACATIONS

Vacations shall be granted to employees as follows:

1st year.....One vacation day for each
month of service

2nd through 5th year
of employment.....Twelve working days

After five years of
employment and up to and
including fifteen years of
employment.....Fifteen working days

After fifteen years of
employment.....Twenty working days

Upon celebrating the fifth and fifteenth years service, an employee shall be granted the additional vacation during the calendar year in which the employee celebrates that anniversary.

ARTICLE XI. HOSPITALIZATION, MEDICAL-
SURGICAL AND MAJOR MEDICAL INSURANCE

Hospitalization and Medical-Surgical (Blue Cross and Blue Shield), and Major Medical Insurance shall be paid for by the County. The insurance and premium payment therefor shall cover the employee, his spouse and any dependent members of his family, under the age of 19 years, living at the employee's home. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those provided by the County on April 1, 1970.

Upon retirement a Court Attendant who is a member of P.E.R.S. may join the New Jersey Blue Cross-Blue Shield Group Pension Program through the New Jersey State Division of Pension and pay the group premium. A Court Attendant who is a member of P.E.R.S. shall have life insurance coverage at three sixteenths (3/16) of his last year's salary with the County without cost.

Upon retirement, a Court Attendant who is a member of the Essex County Pension Program may continue his New Jersey Blue Cross - Blue Shield insurance, or its successor's insurance, and \$2,000.00 life insurance by paying group rate premiums therefor.

ARTICLE XII. GRIEVANCE PROCEDURE

Any dispute, difference or grievance regarding the interpretation, application or violation of policies, administrative decisions, and agreements, including this agreement, affecting Court Attendants, shall first be attempted

in the manner provided above, then such dispute, difference or grievance regarding the interpretation or application of the provisions of the agreement may be submitted to arbitration at the request of either party to the New Jersey State Board of Mediation or the Public Employees Relations Commission, who shall designate an arbitrator.

The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Union or the County shall have the right to submit a matter to arbitration.

Any employee who shall be required to testify at or attend hearings of arbitration, mediation, or settlement of any question of violations of agreement shall not suffer any loss in wages by reasons thereof.

ARTICLE XIII. UNILATERAL CHANGES

There shall be no unilateral changes in the terms and conditions of employment of employees covered by this agreement without notice to, and negotiations with, the Association. However, the employer shall not be required to make any concessions. Any dispute concerning any change in any term or condition of employment which cannot be settled by the parties shall not be cause for any job action but the same shall be processed through the grievance procedure of this agreement.

ARTICLE XIV. STANDBY TIME

Any employee covered under this agreement who is assigned to stand-by, i. e., to remain available and subject to call

and Holidays. If actually called for duty, he shall be compensated at the rate of time and one-half for such time spent on duty.

ARTICLE XV. EXTENT OF COUNTY LIABILITY

Whenever any civil action has been or shall be brought against any employee covered by this agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position or employment, the County shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.

Should any criminal action be instituted against employee entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his employment with the County and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE XVI. TERM OF THIS AGREEMENT

This agreement shall continue in full force and effect until January 1, 1973, or until a new substituted agreement is negotiated and executed, whichever event shall first occur.

The parties agree that negotiations for the new agreement shall

IN WITNESS WHEREOF, the parties hereto have caused
the presents to be signed and attested to this 25th day of
May, 1972.

ATTEST:

Luc E. Shennan

Clerk of the Board of Chosen
Freeholders of Essex County

COUNTY OF ESSEX

BY: Philip C. Rotondo

Director of the Board of
Chosen Freeholders of Essex
County

ATTEST:

David N. Kerfan
Secretary

NEW JERSEY STATE PATROLMEN'S
BENEVOLENT ASSOCIATION LOCAL
183

BY: James J. Casey President
John E. Melhan Vice President

"SCHEDULE A"

SALARY SCALE ADOPTED FOR COURT ATTENDANTS

All Court Attendants, effective January 1, 1972, shall receive an across the board increase of \$650.00, regardless of current step within the range. The salary scale will be as follows:

	<u>Effective 1/1/72</u> <u>Salary Range</u>
Court Attendants.....	\$8,750.00 - \$11,675.00

No. 18 - April 13, 1972
Keegan

RESOLVED, upon the recommendation of the Civil Service and Personnel Committee, that the Director and Clerk of this Board are hereby authorized to execute an Agreement, in the form hereto attached, between the County of Essex and the New Jersey State Patrolmen's Benevolent Association Local 183, the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and conditions of employment for all Essex County Court Attendants employed by the County of Essex, said Agreement to be effective as of January 1, 1972 and to remain in effect until and including December 31, 1972.

R# 30224